

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

NORTHWEST LABORERS-EMPLOYERS
HEALTH & SECURITY TRUST, WESTERN
WASHINGTON LABORERS-EMPLOYERS
PENSION TRUST, NORTHWEST
LABORERS-EMPLOYERS TRAINING
TRUST, and WASHINGTON AND
NORTHERN IDAHO DISTRICT COUNCIL
OF LABORERS, and its affiliated Union
Locals

Plaintiffs

v.

JOHN-WAYNE CONSTRUCTION CO.

Defendant

NO.

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING
AGREEMENT

COME NOW PLAINTIFFS, and for their cause of action, allege as follows:

1. Plaintiffs Northwest Laborers-Employers Health & Security Trust, Western Washington Laborers-Employers Pension Trust, and Northwest Laborers-Employers Training Trust (Trusts) are joint labor-management employee benefit trusts created pursuant to § 302(c)(5) of the Labor-Management Relations Act (the Act), 29 U.S.C. § 186(c)(5) and bring

COMPLAINT FOR BREACH OF
COLLECTIVE BARGAINING AGREEMENT—1

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1 this action in accordance with §§ 502(d)(1), 502(a)(3) and 515 of the Employee Retirement
2 Income Security Act of 1974 (ERISA), 29 U.S.C. § 1001, et seq.

3 2. Plaintiff Washington and Northern Idaho District Council of Laborers and its affiliated
4 Union Locals (Union) is a labor organization that has its principal office located at 12101
5 Tukwila International Blvd. Ste. 300, Seattle Washington.

6 3. Defendant John-Wayne Construction Co. (Employer) is engaged in business within the
7 jurisdiction of this Court, and such business affects commerce within the meaning of
8 § 301(a) of the Act, 29 U.S.C. § 185(a).

9 4. Jurisdiction is conferred on this Court by § 301(a) of the Act, 29 U.S.C. § 185(a) and
10 §§ 502(a)(3) and 502(e)(2) of ERISA, 29 U.S.C. § 1132(a)(3) and § 1132(e)(2).

11 5. At all times material the Employer and the Union and its affiliated Locals were parties
12 to a collective bargaining agreement (Labor Agreement) and Trust agreements, material parts of
13 which are attached to this Complaint as Exhibits A and B, respectively. Plaintiff Trusts are third-
14 party beneficiaries to the Labor Agreement.

15 6. The Employer has failed to abide by the terms and conditions set forth in the Labor
16 Agreement and Trust Agreements and is, and continues to be, delinquent in the payment of
17 fringe benefit contributions, dues, and other wage deductions in the known amount of \$2,879.88
18 for the period August 2013 through March 2014. As a result of this delinquency, the Employer
19 also owes liquidated damages of \$544.37, interest of \$2,324.83, and auditor fees of \$3,397.51.
20 The total known amount owing as of the filing of this Complaint is \$9,146.59, all of which is
21 due and payable under the terms of the Labor Agreement and Trust Agreements. The
22 Employer's failure to pay is also a violation of § 515 of ERISA, 29 U.S.C. § 1145.

WHEREFORE, Plaintiffs pray for the following relief:

- DATED March 27, 2019

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